

STATE OF MICHIGAN
COURT OF APPEALS

JACOB D. HEWITT and SERVICE 1st
REALTORS, INC., d/b/a REMERICA SERVICE
1st REALTORS, INC.,

UNPUBLISHED
February 11, 2003

Plaintiffs/Counter Defendants-
Appellants,

v

RICHARD RAGNONI and CLINTON VALLEY
TITLE COMPANY,

No. 233940
Macomb Circuit Court
LC No. 99-001333-CZ

Defendants- Not Participating,

and

BARBARA RAGNONI and BARBARA &
ASSOCIATES, INC.,

Defendants/Counter Plaintiffs-
Appellees.

Before: Murphy, P.J., and Cavanagh and Neff, JJ.

MEMORANDUM.

Plaintiffs appeal as of right from the trial court's order confirming an arbitration award in favor of defendants in this dispute over the sale of a real estate business. We affirm.

On appeal, plaintiffs argue that the arbitrator committed several substantial errors of law, therefore, the trial court should not have confirmed the award. Allegedly, the arbitrator erred in calculating the amount of damages to which defendant Ragnoni was found to be entitled because her claim of damages was unsupported and she failed to mitigate her damages.

However, it is well settled that neither the trial court nor this Court can review an award on the ground that it is against the great weight of the evidence or that it was not supported by sufficient evidence. See *DAIIE v Gavin*, 416 Mich 407, 429; 331 NW2d 418 (1982); *Donegan v Michigan Mut Ins Co*, 151 Mich App 540, 549; 391 NW2d 403 (1986). We may not substitute our findings for that of the arbitrator's and may only review an award "in which an error of law appears from the face of the award, or the terms of the contract of submission, or such

documentation as the parties agree will constitute the record.” See *Dohanyos v Detrex Corp (After Remand)*, 217 Mich App 171, 175-176; 550 NW2d 608 (1996). Accordingly, plaintiffs’ claims are without merit.

Plaintiffs also assert that the “Arbitrator’s conclusion that the Injunction issued by Judge Schwartz on April 12, 1999[,] was due solely to the disputed Covenant Not to Compete” amounts to an error of law that affected the award of damages and warrants reversal. Plaintiffs contend that the trial court maintained the injunction, at least in part, because it would have been inequitable for defendants to compete against the business they had recently sold to plaintiffs. However, this argument is without merit and ignores that plaintiffs submitted a forged covenant not to compete to the trial court for the purpose of enjoining defendant Ragnoni from working, and she was prevented from working. The arbitrator found that the injunction resulted from plaintiffs’ fraudulent actions and, thus, plaintiffs should be liable for the consequences, which included defendant Ragnoni’s loss of income. We find no error of law warranting reversal.

Affirmed.

/s/ William B. Murphy
/s/ Mark J. Cavanagh
/s/ Janet T. Neff